



Flamingo
LAS VEGAS

SLOT ATTENDANT UNIT CONTRACT SUMMARY

UAW Local #3555

February 2nd, 2015

HIGHLIGHTS:

- \$400 retroactive pay bonus check
- 45 cent raise within 2015 across the board
- \$1.15 in base rate increases
- 4.6 year term of CBA
- **No gratuity share**
- Yearly Certification Test revised to exclude non-slot material
- Paid Bereavement leave for Part Time
- Grievance payments from Employer to include toke losses
- Mandatory dept. meetings eliminated for EOs, PTOs or Days off & controlled after/before shift.
- Increase in jury duty/ deposition pay on Employer behalf
- The right to not be fired without just cause
- A fair grievance procedure established with neutral party arbitration/mediation
- Seniority layoff and recall rights obtained
- Policy adjustments and change oversight
- Steady Extra Scheduling improvements
- Seniority Layoff & Recall provisions
- Seniority Shift/Day bid procedure

A MESSAGE TO OUR UAW SLOT ATTENDANTS AT FLAMINGO

On 01-22-2015, after months of ongoing contract discussions, your UAW bargaining team was successful in reaching a tentative 4.6 year agreement for the Slot Attendants with Flamingo Las Vegas.

While the company currently deals with known financial difficulties, it is blatantly apparent that these tough economic times have a detrimental impact on the gaming industry, affecting discretionary spending from Atlantic City to the Las Vegas Strip. New casinos and racinos continuing to open across the country have also taken their "share" of the market base, as some of those who would normally travel to Vegas shift to multiple new gambling options within driving distance. Despite these significant challenges, your team's persistence at the bargaining table allowed them to deliver a superior agreement with significant and guaranteed gains in base wages "across the board", thereby eliminating what the majority felt was an unfair merit raise system and biased yearly performance reviews. In the terms of economic security, we increased every slot attendant's base wage by \$0.45 cents in the first 7 months up to a total base increase of \$1.15 over 4.6 years of the Agreement. That means \$6,708.00 to each and every Full Time and Regular Part Time Slot Attendant over the life of the Agreement

A huge stride was also made in "job security", by gaining all Attendant's rights to a fair and impartial grievance procedure requiring "just cause" for any discipline or discharge. Even more importantly, each member's right to neutral, fair and unbiased third party arbitration or mediation through approved federal sources, thereby eliminating the archaic and lopsided "Board of Review" disciplinary appeal process.

The explanation meeting and vote will be conducted this Thursday February 5th, 2015 on property in the Mesquite Room. Notices of the meeting place, explanation times and poll hours are being posted in dispatch. The meetings will begin with a reading of the highlights, followed by a question and answer period.

Your bargaining team has prepared these highlights in order to give the membership ample time to review the changes and to formulate any questions they may have prior to the meeting and voting taking place.

Your bargaining team fought successfully to repeatedly beat back attempts to weaken our contract and share your gratuities, and instead made improvements that we can all be proud of by setting a firm foundation in a first contract based on your proposals. This document summarizes the tentative agreement reached with Flamingo Las Vegas. Please review it carefully. Copies of the actual language itself will be available at the explanation meeting for all to review.

Your bargaining team supports a **"YES"** vote in favor of ratification.



\$400.00 RETROACTIVE PAY BONUS CAN BE TAX DEFERRED

Since the older “merit based “ raise system was based on October 1st yearly “performance review” cycles, your bargaining team was successful in negotiating a \$400.00 retroactive pay bonus upon ratification to cover every Attendant for the period between October 1st 2014 and February 1st, 2015. (That is a **\$0.57/hour** lump sum)

Slot Attendants will have their option on how they wish to receive their funds:

- 1.) Accept it a lump sum in a separate check (since it is coded as “adjustment” it will be taxed lower rate)
- 2.) Deposit it tax free (minus Social Security and Medicare),into your Health Savings Account if that is the option you selected for 2015, This is a great way to double your tax free savings and apply toward deductible.
- 3.) Option to deposit it tax free into your 401(k)account is being explored. If available it will be included in options

Note: For those who are not available or do not make a selection/option, the default will be option #1 above.

NEW WAGE RATE INCREASES AND INCREASED MINIMUM RATES

In addition to the retroactive lump wage bonus above, your bargaining team was successful in negotiating two additional raises in 2015. A \$0.25 Wage increase effective retroactively to February 1st, 2015, followed by \$0.20 effective 10-1-2015. Over the term of the contract, these adjustments amount to **\$1.15 increase** in base rate (not including \$400.00 retro pay adjustment which is a \$0.57 cent lump sum adjustment for the window 10-1 to 2-1).

As an approximate example of the economic effect of these monetary increases over the entire term of the contract, we have provided an example using a 40 hour week (no overtime) The columns to the right show the increased income realized per year over the current rates per Attendant.

YEAR	DATE	AMOUNT	DESCRIPTION	TOTAL
2015	Feb-15	\$400.00	Retroactive raise	\$400.00
	2/1/2015	\$0.25	Base rate increase	\$345.00
	10/1/2015	\$0.20	Base rate increase	\$243.00
2016	10/1/2016	\$0.25	Base rate increase	\$1,456.00
2017	10/1/2017	\$0.20	Base rate increase	\$1,872.00
2018	10/1/2018	\$0.25	Base rate increase	\$2,392.00

*** \$6,708.00 per Attendant over term**

** Does not include overtime in calculations*



MISCELLANEOUS

- ◇ Employee Parking and Lot Security - Union to be involved in security frequency and patterns in the employee parking lot to ensure safety for Attendants Additional assurance if lot A, B or C become unavailable for construction, special events etc, the Employer will continue to provide alternative free offsite parking.
- ◇ Employer agrees that any new uniform design or orders shall have Union involvement and shirts will have proper shirt fit allowances for female Attendants.

POLICY , RULE AND REGULATION CHANGES

- ◇ As a result of a current case of a counterfeit bill discipline, the Union argued for a fair and reasonable disciplinary policy concerning Slot Attendant’s receipt of such bills. Based on discussions at the bargaining table, an agreement to an improved policy was reached, the discipline was removed and the new policy is currently being developed for counterfeit bills by “number received within a 12 month period” versus currently disciplinary “step” and “skip step” progressive discipline within the Policy & Performance tree.
- ◇ From the date of ratification forward, the Union shall receive 14 days advance notice of any changed or new disciplinary rules to allow time to meet and confer. The reasonableness of any rules, regulations and procedures are subject to the grievance and Arbitration procedures in the agreement.

MINIMUM NEW HIRE RATES AND TWO YEAR EXPERIENCE “GROW IN”

We have also “raised the floor” by increasing the minimum rate for current and future hires from \$10.75 plus tokens to \$11.90 plus tokens. In order to raise the minimum rate however, an 80% and 90% “grow in” provision was added with credit given for particular new hire experience (if any). THIS DOES NOT EFFECT CURRENT EMPLOYEES.

	2/1/2015	10/1/2015	10/1/2016	10/1/2017	10/1/2018	
MINIMUM/NEW HIRE RATES	\$11.00	\$11.20	\$11.45	\$11.65	\$11.95	
CURRENTLY \$10.75	\$ 8.80	\$ 8.96	\$ 9.16	\$ 9.32	\$ 9.56	80% RATE
	\$ 9.90	\$ 10.08	\$ 10.31	\$ 10.49	\$ 10.76	90%RATE

“VOLUNTARY” EMPLOYEE BENEFITS PROTECTED BY JOINT PROVISIONING

Although certain additional benefits enjoyed by the Attendants are considered “voluntary” on the Employer’s part and can be modified, discontinued or even have new programs introduced. The Union fought to ensure that if any changes are made to these programs outside of the contract, that they are made equally and in the same manner it provides these programs to non represented employees . This ensures the Attendants are not unfairly penalized due to the economics of a union contract on any of the “voluntary benefits” as compared to the rest of the workforce, such as Total Returns, employee discounts etc.

HOURS OF WORK , BREAKS AND OVERTIME ENHANCEMENTS

- ◇ A normal workweek defined as 40 hours - either five (5) days at eight (8) hour or four (4) days at ten (10) hours.
- ◇ Clearly defined break times and amounts, including “On Call” breaks defined by language
- ◇ Voluntary Early outs by rotation within Full Time first, then within Steady Extras if no Full Time volunteers.
- ◇ Guaranteed time and one half (1.5X) over 8 hours a day, regardless of any future change to Nevada State law
- ◇ Overtime offered by Classification Seniority within schedule, with sign up lists for advanced notice overtime
- ◇ Force outs (if any) to be rotated by reverse seniority with no more than one 1 per pay period to protect benefit eligibility if applicable.

STEADY EXTRA SCHEDULING IMPROVEMENTS

- ◇ Steady Extras scheduling additional days- choice to be offered by seniority (first time to start rotations), then on a rotational basis by seniority order. All known available days (at the time of offering) and feasible shifts from multiple Full Time Attendants will be made available as choices for selection, unused or remaining options will be made available to the next person, and so on.
- ◇ Steady Extra 25% turndown - A “turndown” for the purpose of the 25% refusal calculation, will only be counted if an offer for an extra shift is refused a second time after the rotation list is completely exhausted once.
- ◇ Bereavement of up to three (3) days off with pay for Regular Part Time employees was secured
- ◇ Jury Duty - Attendants will be paid up to 8 hours pay at base rate for hours lost due to jury duty, for up to 30 days during the life of the Agreement, and up to 45 days for Grand Jury.
- ◇ Attendants who work swing or graves shall have the choice to work his/her shift immediately before or after the time he/she is first to report to jury duty.

BEREAVEMENT, JURY DUTY, COURT AND ADMINISTRATIVE PROCEEDINGS

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- ◇ Attendants who work swing or graves shall have the choice to work his/her shift immediately before or after the time he/she is first to report to jury duty.
- ◇ An Attendant required by the Employer to testify or appear at any administrative hearing or any court proceeding on behalf of the Employer shall be compensated a House paid toke equal to the hourly rate of tokens paid that day plus hourly wage for lost time from work and any expenditure incurred.



PTO LANGUAGE AND CARRYOVER FOR DENIALS

- ◇ PTO CARRYOVER - An Attendant shall be granted an extension to use his/her paid PTO if three or more denials are recorded within an anniversary year. A request in writing can be made for a 90 day extension prior to the anniversary date to prevent PTO loss from repeated denials.
- ◇ Employees terminated for reasons other than gross misconduct shall be entitled to unused PTO pay
- ◇ PTO requests for days off of at least one week may be submitted 12 months in advance and will be granted based on Classification seniority. Requests of less than one week are on first come basis up to 60 days in advance
- ◇ The Employer shall enter the status of all PTO requests within 14 days of submission.

SENIORITY, LAYOFF AND RECALL

- ◇ Attendants will be laid off by inverse Classification seniority, or recalled from layoff by House seniority (with no loss if recalled within 12 months)
- ◇ Union to be given advanced notice of any reductions or layoff in order to discuss process or prevention.
- ◇ Employer agreement not to subcontract historical bargaining unit work at any time
- ◇ New technology introduced having an effect on bargaining unit employees will be discussed in advance in order to explore other employment opportunities
- ◇ The Employer and Union to work jointly to pursue reduced Healthcare costs
- ◇ Improved Policy agreed and being developed for counterfeit bills by “number received within a 12 month period” versus currently disciplinary step and skip step discipline.

UAW TO PURSUE HEALTHCARE OPTIONS FOR UPCOMING BENEFIT YEAR

Due to the timing of the 2015 benefit enrollment window closing prior to this tentative agreement, we look forward to the next opportunity for change in 2016 jointly with the Employer across all locations covered under this corporate policy, with a goal of reducing every employees costs and lessening any inflation-based future increases which may be realized.

It is important to note that our experience is second to none in this area, since the UAW is the holder of the largest VEBA trust fund in the world, and also remains the largest non-governmental purchaser of retiree healthcare in America.

- ◇ In the interim, the bargaining committee has negotiated for a tax free option on the retroactive pay bonus to help offset premiums and deductibles by allowing them to be voluntarily placed tax free into healthcare account.

FAIR AND NEUTRAL DISCIPLINARY GRIEVANCE AND ARBITRATION

More important than any other contract provision is the Grievance and Arbitration Process, giving each and every Attendant the right to NOT be discharged or disciplined without just cause.

- ◇ Totally replaces the Employer controlled Board of Review disciplinary appeal process
- ◇ Recognizes Attendant's rights to elected Stewards/Committeepersons and Alternates on each shift and their release to represent them when being disciplined
- ◇ No regular full time and part time attendant who has completed their probationary period shall be discharged, suspended without pay, final warnings or other disciplinary action without "just cause"
- ◇ Discipline will be progressive and corrective in nature, including Informational Entry, Documented Coaching, Written Warning, Final Written Warning and Suspension or Discharge.
- ◇ No Attendant will be discharged without first receiving one lesser form of progressive discipline (does not include serious violations such as Drug or Alcohol, Gross Insubordination and willful violation of Rules of Conduct as outlined in 23.03.)
- ◇ Whenever a more serious violation occurs of the slot policy and procedures manual, variance, discrepancy, anti-money laundry, Title 31 Policies, Customer service standards, external customer shops or compliance with gaming laws and regulations are deemed violated, grievances may be brought under the grievance procedure. Such grievances are normally finally determined by the ranking HR Manager. The Union has won an additional step whenever such imposed discipline is "skip stepped" , or where the discipline is the result of a customer complaint that is not captured by surveillance video . In these cases the final determinations by management can be challenged through mediation by a neutral third party Mediator.
- ◇ In all other cases of discipline, the grievance may be submitted through the steps to non binding Mediation through the Las Vegas office of the Federal Mediation and Conciliation Service (FMCS) or if the parties still cannot reach a settlement, all the way to final and binding Arbitration in front of a neutral FMCS Arbitrator
- ◇ If the Arbitrator awards wages , the toke portion lost shall also be paid by the Employer, not the Toke Pool.
- ◇ If an Attendant loses his/her Gaming License and successfully appeals (reverse decision or reinstate license) the Attendant will be returned to his/her former position as soon as practicable.

ATTENDANCE POLICY MEMORIALIZED INTO CONTRACT

- ◇ Since Policy is not a part of the contract and is subject to change during the term of any CBA, the bargaining team insisted that the Employer's Las Vegas Policy be placed into the contract. This solidifies the policy by making it a part of this agreement, eliminating any possibility of change to the policy at this location during the entire term of the contract, and any future changes would have to be accomplished at contract expiry bargaining and require a majority vote
- ◇ The Employer will endeavor to schedule at least three (3) sessions for any mandatory department meetings to accommodate Attendants' schedules. If the Employer is unable to or does not schedule three (3) sessions for mandatory department meetings, then Attendance will not be penalized, receive attendance points, or be disciplined for failing to attend (i.e., clock in as proof of their presence) such meeting if it is scheduled:
 - a. beyond sixty (60) minutes from their scheduled start or end time for that day;
 - b. on the same day of any awarded Early Out or Forced Out; or
 - c. on a scheduled or approved day off.

JOBS AND JOB POSTING

- ◇ When a full time opening occurs for shifts or days off, Full Time Attendants may move to the desired opening through a defined seniority bid procedure.
- ◇ Openings shall be posted in the Dispatch Room for 72 hours, and awarded to the highest Classification seniority bidder.
- ◇ Steady Extras bidding for Full Time Openings remaining after process above shall have same 72 hour opportunity to bid for Full Time by highest Classification seniority
- ◇ Once a bid is obtained through the bidding procedure, such awarded bidder may not place another bid for a period of six (6) months from that date. However, Steady Extras who are bidding to Full Time will not have such time bar imposed if applicable.

TOKE POOL “SHARE” LANGUAGE RESISTED

A huge concern of your bargaining committee was protecting the toke pool from being mandated by contract as to distribution of tokens to non Slot Attendant personnel. Your bargaining team stood firm that no such mandates would be acceptable. Important to understand is that although toke pool bylaws themselves are governed outside of the agreement and protected under Nevada statute, they can be “limited” by contractual provisions barring or allowing certain actions. Your union believes firmly that **“your tokens are your property”**.

- ◇ The Union revised the Employer copy of the approved Toke Pool bylaws and removed some company altered provisions that were not voted on and agreed to by a majority of Attendants. The company records now recognizes your currently approved bylaws as provided by your Toke Committee.
- ◇ Your bargaining committee resisted repeated attempts to impose gratuity language requiring mandatory sharing of tokens and also allowing Employer mandated changes to the toke pool participants of the bylaws

YEARLY CERTIFICATION “TEST CONTENT” REVISED

A major concern brought to the table by your bargaining committee was the exhaustive 2 hour long “yearly certification” test. The Union reviewed the test questions and the study materials and fought to remove the non-slot specific and lengthy “policy materials”. As a result:

- ◇ The agreement reached removes the “Own It”, “Spotlight on Service”, “Total Rewards Knowledge” and “1 through 5 of the General Knowledge Assessment”. All of these programs will be trained as property wide programs and no longer be in the Department Certification. The “6 - 10 of the General Knowledge” document is about adjustments to the Slot Machine which is specific to the Slot Floor. They will incorporate those 5 in to the Department Certification documents. This leaves the test truly slot specific based on activities required of all Slot Attendants.
- ◇ In addition, it is affirmed that in the event a section of the certification is failed, then a “retraining” will occur to strengthen the Attendant’s deficiencies in that specific area. After such retraining, period is complete, only the failed portion of the test will need to be retaken.

Flamingo Las Vegas
Slot Attendant Unit
Bargaining Team

CYNTHIA NAJMULSKI

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Local 3555

your VOTE
is your VOICE

